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plation that its turning out to be untrue amounts to a failure of consideration. The difficulty is to determine when the mistake is of this character. When it is so, the contract is voidable. The most common example is a mistake in regard to the quality of the thing sold; as, where one buys from another a bar of metal, both parties supposing it to be gold, and it turns out to be brass. There the buyer may rescind. Mistake as to some collateral fact, not of quality, may be said generally not to affect the contract; as, for example, those sales of land or chattels where it is within the contemplation of the parties that whatever speculative value the property may have shall belong to the vendee. Furthermore, such mutual mistake must be one of fact, not of law, except in two cases where equity grants relief: the first, where the mistake is one as to title or other matter of private right; the second, where the instrument fails to express the intention of the parties. As the writer notes, much of the conflict among the authorities and text writers upon this subject is probably due to a failure to distinguish these two separate principles, the tendency being to regard all mistakes as rendering the contract void. That contracts of the second sort should be void seems contrary to fundamental principles. The minds of the parties have met and consideration has been furnished by both. The fact that there has been a material failure of consideration does not negative the existence of the contract, but merely renders it voidable.

THE CY PRES DOCTRINE AND THE RULE AGAINST PERPETUITIES. — When one well-established principle of law comes in conflict with another, the amount of modification, if any, which occurs in each is always an interesting question. When these conflicting principles are the *cy pres* doctrine and the rule against perpetuities the question becomes, in addition, one of some intricacy. Mr. James Quarles in a recent article discusses this question. *The Cy Pres Doctrine, in Reference to the Rule against Perpetuities — An Advocacy of its Adoption in all Jurisdictions*, 38 Am. L. Rev. 683 (Sept.-Oct.). After quoting from Mr. Perry in reference to the history of the rule against perpetuities, the writer concludes that all extensions of time in the rule were made on account of reluctance to destroy the will of the grantor. He then addresses himself to the question, "Why should not all limitations which transgress the period prescribed by the rule against perpetuities, instead of being adjudged void *in toto*, be given effect for the period allowed by that rule — in short, construed *cy pres*?" In support of his contention that they should be, he quotes approvingly from the opinion of Chief Justice Doe in the case of *Edgerly v. Barker*, 66 N. H. 434. He then refers to the technical *cy pres* doctrine and asserts that the "very genius of the *cy pres* principle is that persons as well as time should be amenable to its saving operation." The decisions under the Thellusson Act governing trusts for accumulation and those under the similar Pennsylvania Act are next considered and approved. The writer concludes with a plea that the broad principle of *cy pres* should be extended. It is to be regretted that the learned writer did not consider the possibility of selecting different periods which would not transgress the rule against perpetuities. The fact that there are many permissible periods is one objection, among others, which is urged against the writer's proposition by Professor Gray in 9 HARV. L. REV. 248. Had the learned writer noticed these objections his article would have been more complete, and had he answered them the conclusion at which he arrived could be more easily sustained.

ACQUISITION DU TERRITOIRE ET LE DROIT INTERNATIONAL, L'. Ernest Nys. Discussing the various modes of acquiring territory and the legal consequences resulting. 6 Rev. de Droit Internat. 359.

ACTIONS AGAINST THE COMMONWEALTH FOR TORTS. A. P. Canaway. Discussing Australian acts and decisions. 1 Commonwealth L. Rev. 241.

- ADMISSIBILITY OF EVIDENCE TO ESTABLISH ORAL CONTEMPORANEOUS INDUCING PROMISES TO AFFECT WRITTEN INSTRUMENTS IN PENNSYLVANIA. *Stanley Fols.* 52 Am. L. Reg. 601.
- BANKERS' RIGHTS ON FORGED SIGNATURES. *Charles M. Holt.* 3 Can. L. Rev. 457. Discussing a recent Canadian case, *Ewing v. Dominion Bank.* See NOTES, p. 140.
- BLOODHOUND EVIDENCE. *Anon.* Reviewing American decisions on the admissibility of bloodhound evidence in criminal trials. 8 L. Notes (N. Y.) 364.
- CANADIAN COPYRIGHT IN ITS CONSTITUTIONAL AND LEGAL ASPECTS. I. *A. R. Clute.* Discussing the powers of the Dominion Parliament over colonial copyright, and the effect of the Imperial Act. 24 Can. L. T. 307.
- CHARGING THE DISTRIBUTIVE SHARES OF AN INTESTATE'S GRANDCHILDREN WITH A DEBT OWING TO THE INTESTATE BY THEIR PARENT WHO DIES IN THE LIFE-TIME OF THE INTESTATE. *Henry M. Dowling.* 59 Cent. L. J. 305.
- COMPENSATION IN CRIMINAL CASES. *Anon.* Discussing the provisions of the Indian Criminal Procedure Code for compensation to an acquitted defendant. 1 Crim. L. J. of India, 1, 53, 119.
- COMPOUND SETTLEMENTS. *Anon.* Discussing whether on a sale by a tenant for life (where there has been a settlement, a disentailing assurance, and a re-settlement) it is necessary to appoint trustees of the compound settlement as the only persons who can give a proper discharge for the purchase money. 26 L. Stud. J. 192.
- CONDITIONAL SALES. *D. Witherspoon.* Distinguishing conditional sales from chattel mortgages. 1 N. C. J. of L. 488.
- CRITICAL ANALYSIS OF THE LAW AS TO MISTAKE IN ITS EFFECT UPON CONTRACTS. 38 Am. L. Rev. 334. See *supra*.
- CY PRES DOCTRINE WITH REFERENCE TO THE RULE AGAINST PERPETUITIES, THE. *James Quarles.* 38 Am. L. Rev. 683. See *supra*.
- DEATH DUTIES CONSIDERED IN CONJUNCTION WITH DOMICIL AND SITUATION OF PROPERTY. *Lot Bramley.* 117 L. T. 483.
- DYING DECLARATION. *Surendra Nath Roy.* Treating particularly the law of India upon the use of dying declarations as evidence. 6 Bombay L. Rep. 177.
- EMISSION D'UN EMPRUNT AU PROFIT D'UN ETAT BELLIGERANT SUR LE TERRITOIRE D'UN ETAT NEUTRE, DE L'. *Edouard Cailleux.* Examining the rule that neutrality is not violated by subscription by private parties to a loan of a belligerent. 31 J. du Droit Internat. Privé 620.
- ENFORCEMENT OF SOUTH AFRICAN JUDGMENTS IN ENGLAND. *W. A. Burn.* 21 S. African L. J. 24.
- ESTATES UPON CONDITION. *E. E. Ledbetter.* A summary of the law on the subject. 19 Chic. L. J. 1239.
- EVIDENCE OF AN ACCOMPLICE, THE. *Mian Muhammad Shafi.* Discussing English and Indian law on the subject. 1 Crim. L. J. of India 215.
- FEUDAL TENURES OF WESTERN INDIA. 3. MARATHA JAGHIRS. *J. A. Saldanha.* 6 Bombay L. Rep. 97.
- HINDU JOINT FAMILY AND THE PRIVY COUNCIL, THE. *M. A. Tirunarayanachari.* Showing how the strict Hindu law has been modified by the decisions of British courts. 14 Madras L. J. 71, 105.
- IMPLIED WARRANTY OF AUTHORITY. *N. W. Hoyles.* Discussing the development of the doctrine. 40 Can. L. J. 685.
- INDUSTRIAL ARBITRATION AND COMMON LAW RIGHTS. *C. E. Weigall.* Commenting adversely upon a recent case under the Australian arbitration act. 1 Commonwealth L. Rev. 248.
- INNS OF COURT AND SOME OF THEIR MEMBERS, THE. *C. E. A. Bedwell.* Dealing with the early history of the institution. 1 Commonwealth L. Rev. 256.
- IS POLYGAMY PERMITTED BY THE LAWS OF ILLINOIS? *John F. Greeting.* 66 Alb. L. J. 309.
- IS THE PRESUMPTION OF INNOCENCE IN CRIMINAL CASES TO BE WEIGHED AS EVIDENCE IN THE CASE? *Robert A. Edgar.* 59 Cent. L. J. 264.
- JUDICIAL HISTORY OF INDIVIDUAL LIBERTY, THE. X. *Van Vechten Veeder.* 16 Green Bag 673.
- LIABILITY OF INSURERS AND RIGHTS OF EMPLOYEES UNDER EMPLOYER'S LIABILITY INSURANCE POLICIES. *Henry M. Dowling.* 59 Cent. L. J. 5. See *supra*.
- LIABILITY OF SAFETY DEPOSIT COMPANIES, THE. *Anon.* Calling attention to the duty of safety deposit companies to resist illegal process in behalf of their bailors. 29 Natl. Corp. Rep. 202.
- MEANING OF THE WORDS "MINES" AND "MINERALS" IN LEGAL DOCUMENTS, AND STATUTORY ENACTMENTS, AS INTERPRETED BY THE COURTS, THE. *R. B. Michell.* 14 Madras L. J. 39, 163.

- NAMES OF LITERARY COMPOSITIONS. *Bernard C. Steiner*. Discussing rights of editors and authors, with elaborate citation of cases. 16 Green Bag 643.
- PAYMENT OF EXPENSES INCURRED UNDER THE FACTORY AND WORKSHOPS ACT, 1901. Parts I. and II. *Anon.* Concerning the apportionment of such expenses between landlord and tenant. 48 Sol. J. 732, 739.
- PRIVATE PROPERTY ON THE HIGH SEAS. *G. A. Finkelnburg*. History of the position of the United States upon the seizure of private property on the high seas by belligerents. 38 Am. Law Rev. 641.
- PROPOSED GOLD LAW FOR THE TRANSVAAL, THE. *George T. Morice*. Showing changes from present law. 21 S. African L. J. 123.
- QUESTIONS OF INTERNATIONAL LAW ARISING FROM THE RUSSO-JAPANESE WAR, SOME. VI. *Amos S. Hershey*. 16 Green Bag 659.
- RECENT RUSSIAN SEIZURES AND THE SINKING OF THE "KNIGHT COMMANDER," THE. *Blackburn Esterline*. 38 Am. L. Rev. 662.
- RESPONSIVE ANSWER IN EQUITY CONSIDERED AS EVIDENCE FOR THE DEFENDANT, THE. *John Marshall Gest*. 52 Am. L. Reg. 537. See *supra*.
- SUITS ON CONTRACTS FOR BENEFIT OF THIRD PERSONS. *M. E. E. Kerr*. 66 Alb. L. J. 312. See NOTES, p. 141.
- SWEDISH LAW REFORM. *Seymour D. Thompson*. A second article commenting on a recent work by a Swedish author. 38 Am. L. Rev. 674.
- TITLE OF BONA FIDE PURCHASERS FROM BAILEES. *Colin P. Campbell*. Stating the present rule and the theory upon which it is based. 59 Cent. L. J. 264.
- VENEZUELAN ARBITRATION ONCE MORE, THE: FACTS AND LAW. *Rudolf Dulon*. 38 Am. L. Rev. 648.
- WIDOW'S SAVINGS UNDER HINDU LAW. *P. Duraiswamy Qyengar*. 9 Bombay L. Rep. 108.

II. BOOK REVIEWS.

NOTES ON THE DOCTRINE OF RENVOI IN PRIVATE INTERNATIONAL LAW.
By John Pawley Bate. London: Stevens and Sons, Limited. 1904.
pp. 123. 8vo.

The renvoi theory is of comparatively recent origin. It has become important since the general adoption of nationality or legally authorized domicile, instead of domicile, as the criterion in questions of status, capacity, succession, and some others. At various times between 1841 and the present day the doctrine has been discussed in some of the English cases, and during the last thirty years it has been discussed in the courts on the Continent. It was not, however, until 1903 that the theory was adopted by any English court, and as there is still only a single decision and that in the lowest court, the question of the theoretical value and practical availability of this theory in English and American law is yet open to discussion, and is of timely interest.

A recent English case well illustrates an instance in which the renvoi theory is sought to be applied. A native of Malta left there in 1832, at the age of twenty-two, and took up her permanent residence in Baden, living there until her death in 1894. She died intestate as to some movable property situate in England. The question was how to distribute the property. According to the law of England, she was domiciled in Baden, but since she had not become naturalized and had not been legally authorized to take up residence, the law of Baden did not consider her there domiciled. That law provides that in the case of foreigners dying intestate, succession shall be according to the law of the country of which the foreigner is a subject at the time of his death. Three courses were open to the English court: first, to sacrifice its conception of conflict of laws to that of the law of Baden; second, to adhere to its own conception at the cost of applying the provisions of a foreign law in circumstances in which that foreign law itself would not do so; or, third, to attempt the elaboration of an entirely new branch of law designed to regulate the conflict between rules of conflict, that is, to adopt the principle of renvoi. Adopting the second of these courses, the court would have directed the property to be distributed according to Baden law. Mr. Justice Farwell, however, directed the property to be distributed among the persons entitled according to Maltese law, on one